

From: Michael Sklar <mssklar@ninetyfivemadison.com>
Sent: Thursday, December 28, 2023 8:03 AM
To: Woody Heller <wheller@brantonrealty.com>; Woody Heller <woody.heller@outlook.com>
Cc: Sharan Sklar <ssklar@ninetyfivemadison.com>; Karen Kertesz <kkertesz@ninetyfivemadison.com>
Subject: RE: Tours tomorrow

Yes

Michael Sklar
Sole Member
Michael Sklar Management LLC
as a General Partner of Ninety-Five Madison Company, L.P.
Ninety-Five Madison Company, L.P.

917.270.6083 (c) | Mssklar@ninetyfivemadison.com <<mailto:Mssklar@ninetyfivemadison.com>>
P A little green reminder: Please consider the environment before printing this email

From: Woody Heller <wheller@brantonrealty.com>
Sent: Wednesday, December 27, 2023 6:38 PM
To: Woody Heller <woody.heller@outlook.com>; Michael Sklar <mssklar@ninetyfivemadison.com>
Cc: Sharan Sklar <ssklar@ninetyfivemadison.com>
Subject: RE: Tours tomorrow

Michael,

Are the tours confirmed for 2pm tomorrow? I need to advise the buyers. Thanks

**Exhibit
BX - 52**

Woody Heller
Founding Partner

Tel: (917) 612-1230
Email: wheller@brantonrealty.com
Website: brantonrealty.com

From: Woody Heller <woody.heller@outlook.com>
Sent: Wednesday, December 27, 2023 3:11 PM
To: Michael Sklar <msklar@ninetyfivemadison.com>
Cc: Sharan Sklar <ssklar@ninetyfivemadison.com>
Subject: Tours tomorrow

Michael,

Per our conversation earlier about the new groups that are interested in the building, please arrange for the building to be open tomorrow at 2pm. Please confirm. Thank you.

Woody Heller
Founding Partner

Tel: (917) 612-1230
Email: wheller@brantonrealty.com
Website: brantonrealty.com

From: [Woody Heller](#)
To: [Michael Sklar](#); [Sharan Sklar](#)
Subject: CNY Revised LOI
Date: Thursday, December 28, 2023 2:41:17 PM
Attachments: [95 Mad - Offer Letter Revised 12-28-23.docx](#)
[image001.png](#)

Michael & Sharan,

Attached is CNY's revised LOI post our conversation earlier this week. They mention purchasing the building without vacant possession, but the language describing the costs associated therewith need to be revised. Let's discuss when you're available.

Woody Heller
Founding Partner



Tel: (917) 612-1230
Email: wheller@brantonrealty.com
Website: brantonrealty.com

**Exhibit
BX - 53**

BR000501

ARIES CAPITAL CORP

425 W 23rd Street, Suite 1
New York, NY 10011
Tel: 212-956-3050

Mr. Woody Heller
Branton Realty

December 27, 2023

Subject: Acquisition of 95 Madison Avenue, New York, NY 10016

Dear Mr. Heller:

I am writing this Letter of Intent (LOI) on behalf of Madison 95 Associates LLC, (an SPE formed whose members include principals of CNY Group and Equity Partner hereinafter referred to as (The "Buyer") to express our interest in acquiring the 16-story building located at 95 Madison Avenue, New York, NY 10016 ("The Property"). We believe this sale and acquisition aligns with our strategic goals and represents a significant opportunity for growth for both parties.

Terms of the proposed acquisition are as follows:

1. Property Details: The Buyer wishes to acquire the entire building located at 95 Madison Avenue, New York, NY 10016
2. Consideration: The Buyer agrees to purchase the building for a total consideration of \$60,000,000.
3. Delivery: The Seller, Ninety-Five Madison Company, L.P., shall deliver The Building as follows:
 - (i) The Seller shall ensure The Building is delivered fee simple to The Buyer.
 - (ii) The Seller will deliver The Building and title free and clear of all liens and encumbrances.
 - (iii) It has been represented to The Buyer there are several violations on the building, both physical and financial. The Seller has provided an updated violation report to show which violations are still in place.
 - (iv) It has been represented to The Buyer that there are two office tenants remaining on the 12th floor; (a) Tenant A whose lease expires end of year 2024 with a landlord termination option to terminate the lease in 120 days of due notice and the payment of \$5,000 (b) and Tenant B occupying 5,900 sf whose lease matures in 2030. The Buyer has offered to pay up to \$250,000 for Tenant B to vacate their 5,900 sf space. The Seller agrees that the \$250,000 can only be used for the buyout of Tenant B and for no other purpose or expense on Seller's part.
 - (v) A side letter agreement will be drafted between The Seller and The Buyer stating The Seller will use commercial best efforts to make a deal with Tenant B to vacate their current space as referenced in (iv) above. In the event The Seller cannot reach an agreement with Tenant B to vacate; The Seller agrees to relocate Tenant B within the building to a space of similar size and of The Buyer's choice (i.e. commercial, ground floor retail or another unit) within six months of closing with an amount of approximately \$ 2.8M (consideration for the diminution of value of rentable space) placed in an escrow account to be paid to Buyer at Closing. The final amount will be calculated and agreed upon by both parties. This will be a condition of closing. It is also understood that The Seller needs to give 6 months notice to Tenant B to vacate. The Seller shall also be responsible for evidencing an Agreement with Tenant A to surrender their space within 6 months of the closing . The Seller will provide Buyer with copies of all communication between Seller and Tenants that relate to their buyout , relocation and / or termination of leases.

BR000502

- (vi) The Seller has provided the GRS environmental report dated 10/12/22 in the Seller's data room which can be certified to The Buyer at a cost of approximately \$500 to be paid for at The Buyer's expense.
4. Due Diligence: During our diligence, currently underway, The Buyer will pay for various costs of the investigation of The Property. The Seller will provide all information including but not limited to all tenant leases, all landmark documentation or any other city agency mandatory repairs (i.e. Local Law 11 & 10) that have been performed in conjunction with landmarks, any other mandated municipal requirements landmark or otherwise, any information and documentation on any violations, outstanding levies, real estate taxes, union agreements, labor agreements or any bankruptcy related documentation. During this period, The Seller shall provide Buyer with access to all necessary documents, records, and information related to The Property. We realize the majority of the information is contained in the Seller's data room to which Seller has already provided access; The Seller will provide any additional property information that they have, which is not contained in the Seller's data room upon request of Buyer.
 5. Good Faith Negotiations: The parties will negotiate the final PSA targeted to be signed by January 8th, 2024, however, this date can be pushed back to a later date in January 2024 if needed.
 6. Exclusivity: During the period following the execution of this LOI until the signing of the Purchase Sales Agreement, or sooner termination of this LOI by The Buyer at its sole discretion, whichever occurs earlier, but not later than January 31st, 2024. The Seller shall not engage in any offers, negotiations, or discussions with any third party regarding the sale of The Property. During the due diligence period The Buyer will pay for various costs of the investigation of The Property. The Seller will provide all information including but not limited to all tenant leases, all landmark or any other city agency mandatory repairs (i.e. Local Law 11 & 10) that have been performed in conjunction with landmarks, any other mandated municipal requirements landmark or otherwise, any information and documentation on any violations, outstanding levies or real estate taxes, union agreements, labor agreements, or any bankruptcy related documentation.
 7. Purchase Sale Agreement: The Seller has provided a copy of the PSA prepared by Seller's counsel for review by Buyer's counsel.
 8. Deposit: The Buyer agrees to a 10% deposit upon signing of a PSA in the form of a Letter of Credit to be held in escrow by The Buyer's title company – Cornerstone Land Abstract. Upon approval by the Bankruptcy Court of the executed Purchase Sale Agreement between Seller and Buyer, The Letter of Credit will convert to a cash deposit. The Seller will confirm the Letter of Credit is acceptable to the bankruptcy court judge.
 9. Closing: The closing of the purchase shall occur within 60 days, Time is of the Essence, from receiving Bankruptcy Court approval of the purchase. The closing shall be subject to the satisfaction of all necessary legal and regulatory requirements.
 10. Confidentiality: Both parties agree to keep the terms and details of this LOI and the ensuing negotiations strictly confidential, except as required by law or with the prior written consent of the other party.
 11. Brokers: It is understood that Branton Realty, Mr. Woody Heller, is the exclusive representative for The Seller of The Property and Aries Capital Corp., Mr. Nicholas Barone is the exclusive representative for The Buyer of The Property; both The Seller and The Buyer will be responsible for paying their respective brokers.

This LOI is non-binding except for Exclusivity and is intended to outline the general terms and conditions of the proposed transaction. It is not a contract and does not create any legally binding obligations between the parties. Any final agreement shall be subject to the negotiation and execution of a mutually acceptable purchase and sale agreement.

We believe that this acquisition presents a unique opportunity for both parties, and we look forward to working closely with you to a successful sale and acquisition for both parties. Should you have any questions or require additional information, please do not hesitate to contact me.

Thank you for considering our proposal. We anticipate a positive response and the opportunity to proceed with the necessary negotiations.

Sincerely yours,
ARIES CAPITAL CORP

Account: 682437256-00001

Invoice: 4603681849

Billing period: Dec 14 - Jan 13, 2024

Talk activity (cont.)

Mike Sklar

917-270-6083

iPhone 8 Plus Sim Out

Date	Time	Number	Origination	Destination	Min.	Airtime Charges	LD/Other Charges	Total
Dec 23	6:22 PM	908-337-3469	New York, NY	Incoming, CL	9	--	--	--
Dec 24	11:26 AM	610-294-9839	New York, NY	Uhlers town, PA	1	--	--	--
Dec 24	11:26 AM	610-294-9839	New York, NY	Uhlers town, PA	1	--	--	--
Dec 24	11:27 AM	212-979-6306	New York, NY	New York, NY	3	--	--	--
Dec 24	12:14 PM	212-979-6306	New York, NY	New York, NY	1	--	--	--
Dec 24	12:54 PM	917-270-0923	New York, NY	New York, NY	1	--	--	--
Dec 24	2:23 PM	212-979-6306	New York, NY	New York, NY	27	--	--	--
Dec 25	9:22 AM	718-431-4844	New York, NY	Brooklyn, NY	2	--	--	--
Dec 26	10:34 AM	212-979-6306	New York, NY	New York, NY	1	--	--	--
Dec 26	10:36 AM	212-979-6306	New York, NY	Incoming, CL	17	--	--	--
Dec 26	11:17 AM	212-979-6306	New York, NY	Incoming, CL	1	--	--	--
Dec 26	11:58 AM	908-581-3659	New York, NY	Incoming, CL	11	--	--	--
Dec 26	12:15 PM	212-979-6306	New York, NY	New York, NY	1	--	--	--
Dec 26	12:27 PM	917-612-1230	New York, NY	Incoming, CL	22	--	--	--
Dec 26	1:37 PM	212-979-6306	New York, NY	Incoming, CL	7	--	--	--
Dec 26	2:06 PM	212-979-6306	New York, NY	Incoming, CL	2	--	--	--
Dec 26	4:04 PM	212-979-6306	New York, NY	New York, NY	1	--	--	--
Dec 26	4:41 PM	212-979-6306	New York, NY	New York, NY	2	--	--	--
Dec 26	7:14 PM	212-979-6306	New York, NY	New York, NY	1	--	--	--
Dec 26	7:22 PM	212-979-6306	New York, NY	New York, NY	1	--	--	--
Dec 26	7:30 PM	646-753-0632	New York, NY	Nwyrctzn01, NY	1	--	--	--
Dec 27	9:00 AM	917-612-1230	New York, NY	New York, NY	30	--	--	--
Dec 27	9:30 AM	914-450-4019	New York, NY	Wschstzn06, NY	1	--	--	--
Dec 27	9:44 AM	516-851-5553	New York, NY	Incoming, CL	1	--	--	--
Dec 27	12:40 PM	212-979-6306	New York, NY	New York, NY	30	--	--	--
Dec 27	1:34 PM	516-851-5553	New York, NY	Nassauzn02, NY	2	--	--	--
Dec 27	2:17 PM	518-291-3004	New York, NY	Catskill, NY	1	--	--	--
Dec 27	2:18 PM	561-343-0583	New York, NY	Boca Raton, FL	2	--	--	--
Dec 27	3:54 PM	212-979-6306	New York, NY	Incoming, CL	19	--	--	--
Dec 27	4:48 PM	646-753-0632	New York, NY	Incoming, CL	1	--	--	--
Dec 28	9:08 AM	646-486-1048	New York, NY	Incoming, CL	1	--	--	--
Dec 28	11:21 AM	212-979-6306	New York, NY	Incoming, CL	3	--	--	--
Dec 28	2:31 PM	646-753-0632	New York, NY	Nwyrctzn01, NY	3	--	--	--
Dec 28	4:01 PM	917-755-6002	New York, NY	Incoming, CL	22	--	--	--
Dec 28	5:16 PM	212-979-6306	New York, NY	Incoming, CL	51	--	--	--
Dec 28	8:07 PM	212-979-6306	New York, NY	New York, NY	10	--	--	--
Dec 28	8:25 PM	917-558-6347	New York, NY	New York, NY	12	--	--	--
Dec 29	10:57 AM	917-282-8726	New York, NY	Incoming, CL	1	--	--	--
Dec 29	11:02 AM	917-997-3101	New York, NY	Incoming, CL	1	--	--	--
Dec 29	12:42 PM	917-282-8726	New York, NY	New York, NY	12	--	--	--
Dec 29	1:13 PM	917-664-1881	New York, NY	Nwyrctzn01, NY	1	--	--	--
Dec 29	1:17 PM	917-664-1881	New York, NY	Incoming, CL	27	--	--	--
Dec 29	1:46 PM	212-979-6306	New York, NY	New York, NY	33	--	--	--
Dec 29	2:18 PM	212-979-6306	New York, NY	New York, NY	1	--	--	--
Dec 29	2:24 PM	212-979-6306	New York, NY	New York, NY	1	--	--	--

Exhibit
BX - 54

Verizon000034

From: Michael Sklar
Sent: Monday, January 1, 2024 5:43 PM
To: Emanuel Westfried
Subject: NDA 956 Madison 2 Bins Capital Sunlight Group 010124

 [NDA 95 Madison 2 bins Sunlight Group 010124.pdf](#)

Please sign and have client sign.

Michael Sklar
Sole Member
Michael Sklar Management LLC
as a General Partner of Ninety-Five Madison Company, L.P.
Ninety-Five Madison Company, L.P.

917.270.6083 (c) | Msklar@ninetyfivemadison.com <<mailto:Msklar@ninetyfivemadison.com>>

P A little green reminder: Please consider the environment before printing this email

**Exhibit
BX - 55**

From: emanuel@twobinscapital.com
Sent: Mon, 1 Jan 2024 17:46:48 -0500 (EST)
To: "Linzhong Zhuo" <lin@sunlightgroupny.com>
Cc: "Jimmy Chou" <lgcenterprise@gmail.com>
Subject: Fwd: NDA 956 Madison 2 Bins Capital Sunlight Group 010124

See you guys tomorrow at 2pm at 95 Madison Avenue. The seller wants you to sign this NDA.

Sent from my iPhone

Begin forwarded message:

From: Michael Sklar <mksklar@ninetyfivemadison.com>
Date: January 1, 2024 at 5:43:20 PM EST
To: emanuel@twobinscapital.com
Subject: NDA 956 Madison 2 Bins Capital Sunlight Group 010124

 [NDA 95 Madison 2 bins Sunlight Group 010124.pdf](#)

Please sign and have client sign.

Michael Sklar
Sole Member
Michael Sklar Management LLC
as a General Partner of Ninety-Five Madison Company, L.P.
Ninety-Five Madison Company, L.P.

917.270.6083 (c) | Msklar@ninetyfivemadison.com <<mailto:Msklar@ninetyfivemadison.com>>

P A little green reminder: Please consider the environment before printing this email

Exhibit
BX - 56

From: emanuel@twobinscapital.com
Sent: Tuesday, January 2, 2024 10:14 AM
To: Michael Sklar
Subject: Re: NDA 956 Madison 2 Bins Capital Sunlight Group 010124
Attachments: NDA 95 Madison 2 bins Sunlight Group 010124.pdf

Sent from my iPhone

On Jan 1, 2024, at 5:43 PM, Michael Sklar <mksklar@ninetyfivemadison.com> wrote:

[<Outlook-zm1qqu40.png>](#)
[NDA 95 Madison 2 bins Sunlight Group 010124.pdf](#)

Please sign and have client sign.

Michael Sklar
Sole Member
Michael Sklar Management LLC
as a General Partner of Ninety-Five Madison Company, L.P.
Ninety-Five Madison Company, L.P.

917.270.6083 (c) | Msklar@ninetyfivemadison.com <<mailto:Msklar@ninetyfivemadison.com>>
P A little green reminder: Please consider the environment before printing this email

**Exhibit
BX - 57**

January 1, 2023

Ninety Five Madison Company
95 Madison Avenue , Suite 609
New York , New York 10023
Att Michael Sklar Msklar@ninety-fivemadison.com

***Confidentiality Agreement for 95 Madison Avenue, New York, NY (the
“Premises”)***

Dear Mr. Sklar :

We agree:

1 *Confidential Information.* The “**Confidential Information**” means the following, including any that we previously received from you, relating to the Premises or to Owner: (i) offering memo, leases, contracts, brochures, studies, environmental reports, financial information, and other data and documents that you give us; (ii) copies of any of the foregoing; (iii) information we obtain through site visits; (iv) the facts that we signed this agreement, have or may have an interest in the Premises or a Transaction, or received Confidential Information; and (v) terms of any actual or possible Transaction. Confidential Information does not, however, include information that: (a) is or becomes publicly available except through violation of this agreement; (b) was available to us on a nonconfidential basis before you gave it to us; (c) becomes available to us on a nonconfidential basis from a person other than you (or your representatives) who we do not know is bound by an obligation of confidentiality; or (d) we developed independently of you.

2 *Preservation of Confidentiality.* We will preserve confidentiality of all Confidential Information, by taking commercially reasonable measures toward that end, including at least the same measures we use for our own confidential information. We will not use or share any Confidential Information except to evaluate a Transaction. On your written request, we will promptly return to you (or at our option destroy) all Confidential Information. We may, however, keep backup or archival copies of Confidential Information as our standard data retention procedures require.

3 *Additional Recipients.* We may disclose Confidential Information to our affiliates, directors, insurers, officers, principals, professional advisers (including legal counsel, consultants, accountants, and financial advisors), staff, and actual and prospective debt and equity sources and their representatives (collectively, “**Additional Recipients**”), all only as needed to help us consider a Transaction. We will instruct each Additional Recipient to comply with the previous paragraph.

4 *Required Disclosure.* If any government (including judicial authority) or regulatory authority requires us to disclose Confidential Information, we shall, if legally permitted, promptly notify Owner. We will reasonably cooperate with efforts to block disclosure, at no cost to us. During those efforts we will not disclose Confidential Information unless legally required. We may disclose Confidential Information in any litigation between us and Owner but we will take such actions as are reasonably available to preserve confidentiality.

5 *No Liability.* No party has any obligation to enter into a Transaction, unless and until the parties (or their affiliates) in their sole and absolute discretion negotiate and exchange binding documents to that effect (the “**Definitive Documents**”). Owner makes no representation, and shall have no liability due to our reliance, on any Confidential Information. That does not limit the effect of any Definitive Documents. Either party hereto shall have the right for any or no reason and at any time prior the execution of Definitive Documents to cease communication and negotiations regarding the Transaction completed herein.

Either party hereto shall have the right for any or no reason and at any time prior the execution of Definitive Documents to cease communication and negotiations regarding the Transaction completed herein.

6 *Prohibitions.* Without your discretionary consent, we shall not: (i) enter the Premises, except space open to the public; or (ii) communicate about the Premises or a possible Transaction with Owner or any known employee, ground lessor or lessee, lender, management company, supplier or service provider, tenant, or subtenant of Owner or the Premises.

7 *Other Brokers.* We have not dealt and will not deal with any broker, agent, or finder (a “**Broker**”) except any Broker who has filled out and signed the Buyer’s Broker Acknowledgment below before we deliver(ed) this agreement to Owner. We shall indemnify and hold Owner harmless from and against any and all loss, costs, damages, liability, expense, and judgments (including reasonable attorneys’ fees and disbursements and costs of collection) incurred because any Broker claims to have dealt with us for any Transaction, including any Buyer’s Broker. We shall and Owner shall have no obligation to) compensate any Buyer’s Broker. Any Buyer’s Broker constitutes an Additional Recipient. This paragraph shall survive closing of any Transaction and expiration of our obligations on Confidential Information.

8 *Miscellaneous.* This agreement expresses the parties’ entire agreement, superseding all prior understandings, on the matters covered. It shall: (i) apply to all Confidential Information until the earlier of (a) execution and delivery of Definitive Documents or (b) one year from the date of this agreement; (ii) be governed by New York law without regard to conflict of laws; and (iii) bind the parties and their successors and assigns. Signatures may be delivered by email, PDF, or counterparts. In

the event of a breach or threatened breach of this agreement, Owner may suffer irreparable injury, so either of them may obtain injunctive relief. If anything in this agreement is invalid, illegal, or unenforceable, then the remainder shall remain fully effective. If any dispute arises about this agreement or the parties' relationship: (i) the prevailing party shall recover reasonable attorneys' fees and disbursements and costs of collection; (ii) any litigation must be commenced only in a state or federal court in Manhattan; (iii) the parties consent to that jurisdiction and venue; (iv) THE PARTIES WAIVE TRIAL BY JURY; and (v) any recovery of damages shall be limited to actual damages, and not punitive, consequential, special, or indirect damages.

No Further Text on This Page.

We look forward to receiving and reviewing Confidential Information and discussing a possible Transaction.

Very truly yours,

Sunlight Group NY

By: X 


Name: Mr. Linzhong Zhuo

Street Address:

135-25 northern Blvd
Floor 2 ,
Flushing New York

Telephone:

Email: NY lin@sunlightgroupny.com

Title: president _____

**BUYER'S BROKER
ACKNOWLEDGMENT**

If this paragraph is not signed below, then no Buyer's Broker exists and references above to Buyer's Broker shall not apply.

The Broker signing this Buyer's Broker Acknowledgment below ("**Buyer's Broker**"):
(i) joins in all the above obligations on Confidential Information and indemnification for Brokers' claims; (ii) shall be subject to all restrictions and prohibitions in the above agreement; (iii) has not been engaged by and will not act for Owner regarding the Premises or for any Transaction; (iv) waives any claim against Owner for commission or other compensation on account of any Transaction, whether or not consummated; and (v) shall not introduce the Premises to anyone except the party that signed the above agreement. This paragraph shall survive closing of any Transaction and any expiration of obligations on Confidential Information.

Very truly yours,

Two Bins Capital
15 Bond Street
Suite 304
great Neck, NY 11021

By:  

Name: Emanuel Westfried

Title: Broker

Telephone: (917)-282-8726

Email: emanuel@twobinscapital.com

From: Michael Sklar
Sent: Tuesday, January 2, 2024 3:36 PM
To: emanuel@twobinscapital.com
Cc: msklar@ninetyfivemadison.com
Subject: 95 Madison - Due diligence information
Attachments: Attachments.txt

Categories: Orange Category

ShareFile Attachments

Expires June 30, 2024

95 Madison 112023.zip

1.1 GB

[Download Attachments](#)

Michael Sklar uses ShareFile to share documents securely.

Michael Sklar

Sr. Project Manager

FLINTLOCK CONSTRUCTION SERVICES, LLC | 202 West 40th Street , 6th floor | New York, NY 10018
212.921.2125 x 327(p) | 212.921.2130 (f) | 914.450.1974 (c) | MSklar@Flintlockllc.com
<<mailto:MSklar@Flintlockllc.com>>

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**Exhibit
BX - 58**

<https://flintlockllc.sharefile.com/d-s7d0704503edb4018b914b1a52cf0c7df>

From: Michael Sklar
Sent: Tuesday, January 2, 2024 1:47 PM
To: emanuel@twobinscapital.com
Subject: 95 Madison Ceiling height
Attachments: 95 Madison ceiling height 092422.pdf

Michael Sklar
Sole Member
Michael Sklar Management LLC
as a General Partner of Ninety-Five Madison Company, L.P.
Ninety-Five Madison Company, L.P.

917.270.6083 (c) | Msklar@ninetyfivemadison.com <<mailto:Msklar@ninetyfivemadison.com>>
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Exhibit
BX - 59

Floor	Area	height TOS to BOS
Sub cellar		16'-10 1/2"
Cellar		11'-5"
1		16'-8 1/2"
Typical 2-14		11'-3"
14		11'-4"
15		13'-4 1/2"
16		11'-8 1/2"
Solarium (NIC skylights)		13'-6"
Roof	Tank Room	13'-1"

BOS= Bottom of slab

TOS= Top of Slab

From: Michael Sklar
Sent: Tuesday, January 2, 2024 3:06 PM
To: emanuel@twobinscapital.com
Subject: 95 Madison conceptual residential Plans & SF calculations .
Attachments: 231113-95 Madison_Update V3.pdf; 210818 95 Madison Study V2.pdf; Square footage calculations 95 Madison Ave_MDA_11.03.22.pdf

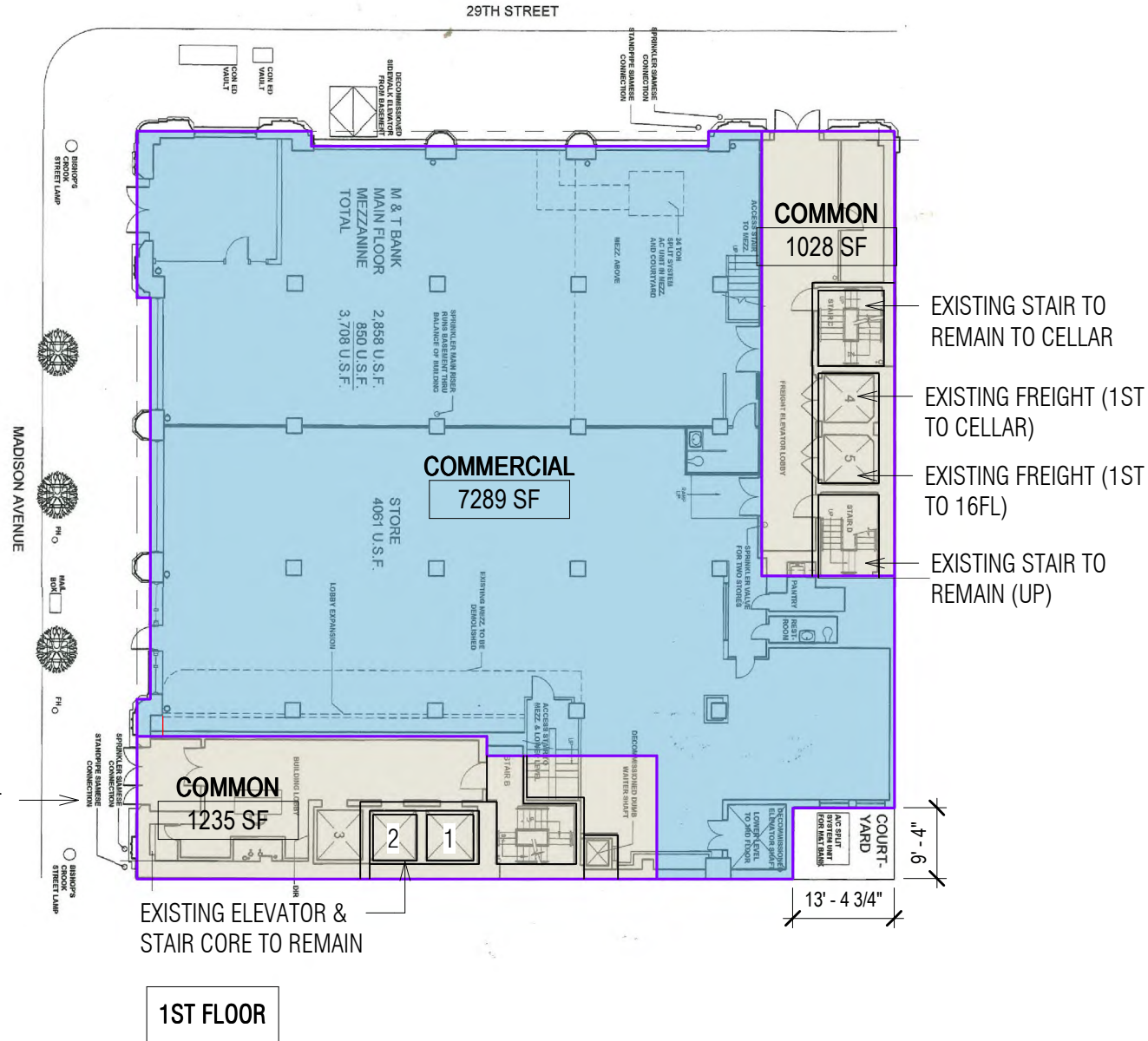
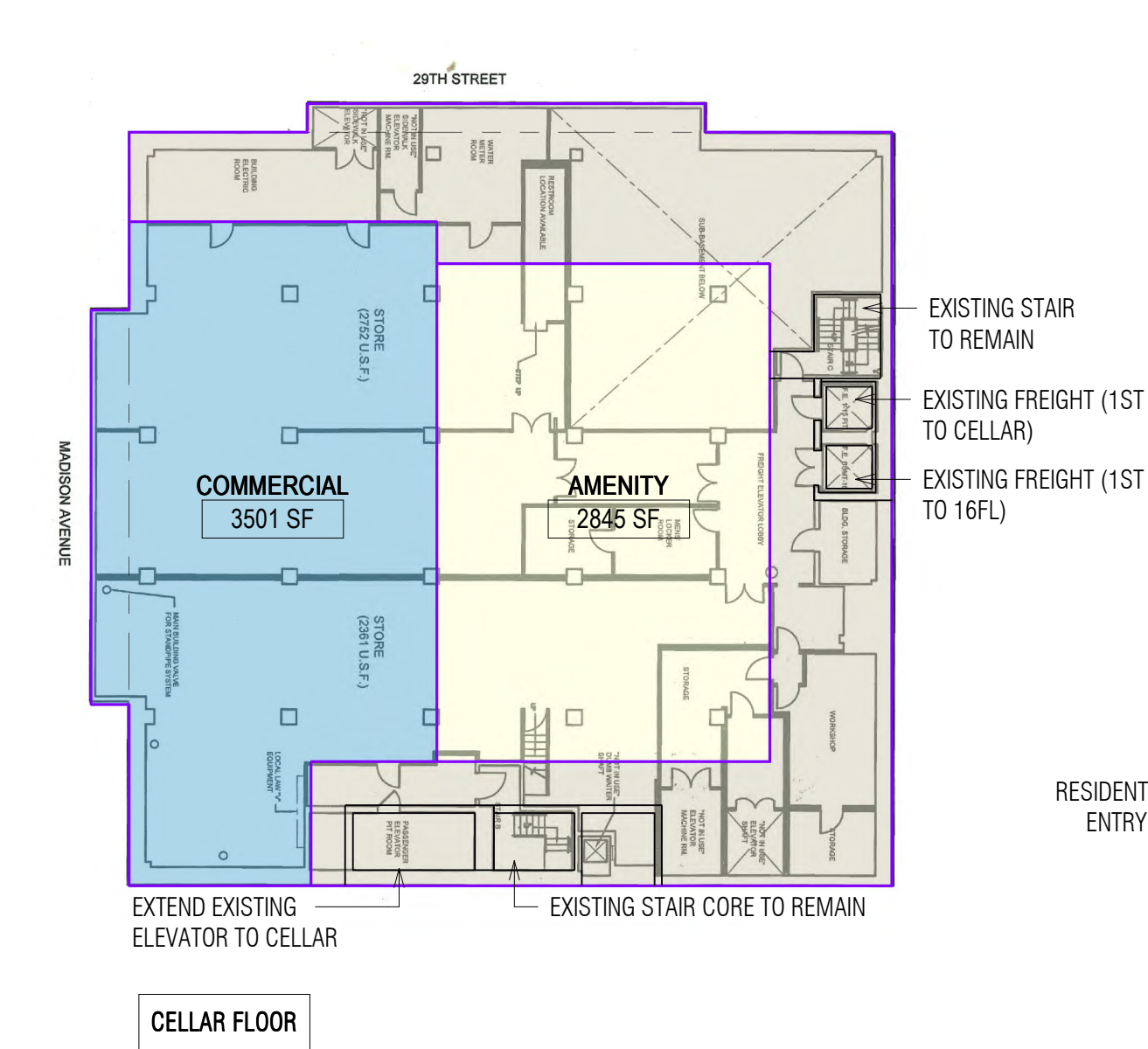
- 1) SF calculation Montroy Anderson 110322
- 2) 95 Madison Residential Study V2 080821
- 3) 95 Madison residential study 111323

Michael Sklar
Sole Member
Michael Sklar Management LLC
as a General Partner of Ninety-Five Madison Company, L.P.
Ninety-Five Madison Company, L.P.

917.270.6083 (c) | Msklar@ninetyfivemadison.com <<mailto:Msklar@ninetyfivemadison.com>>

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**Exhibit
BX - 60**



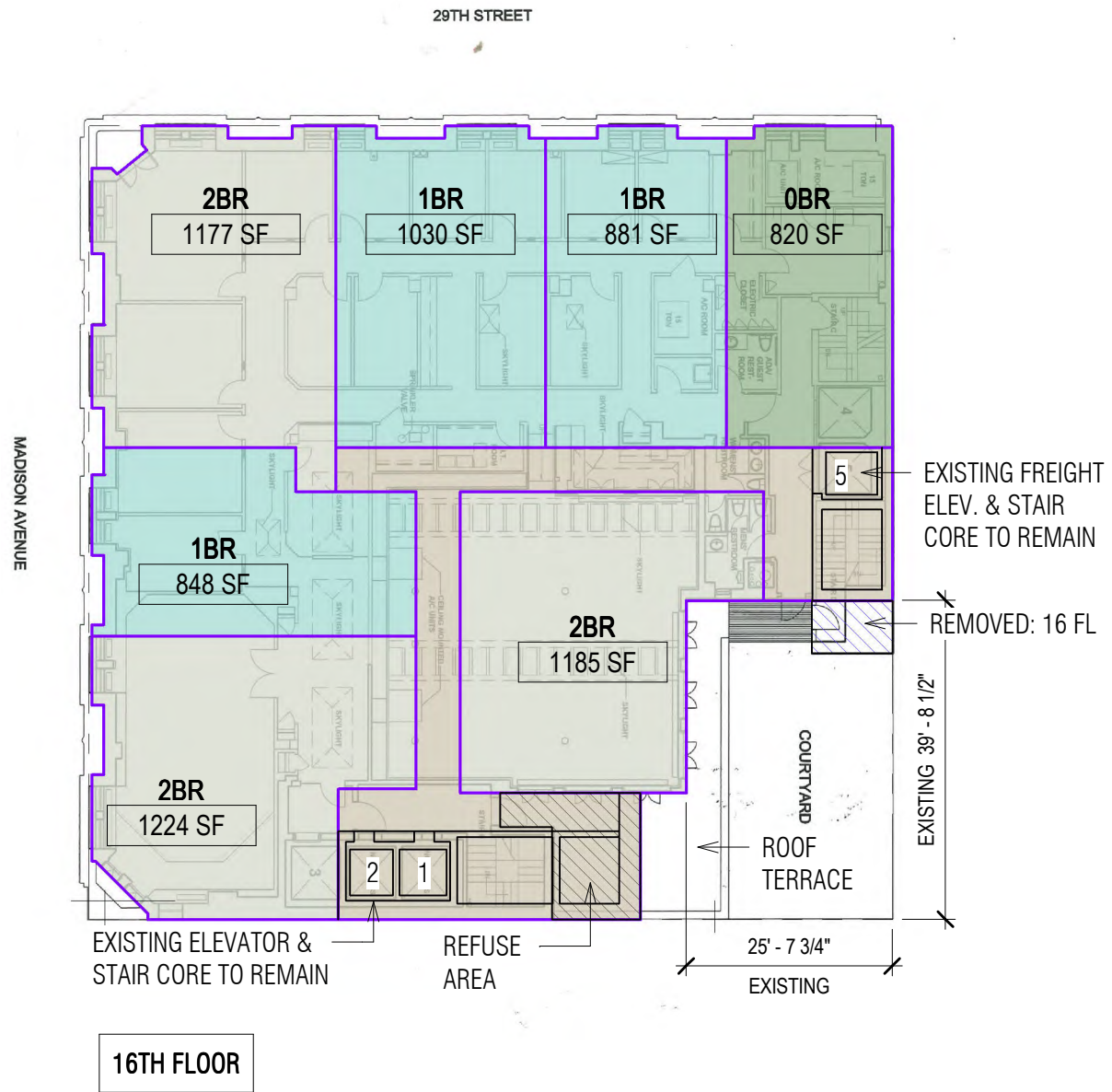
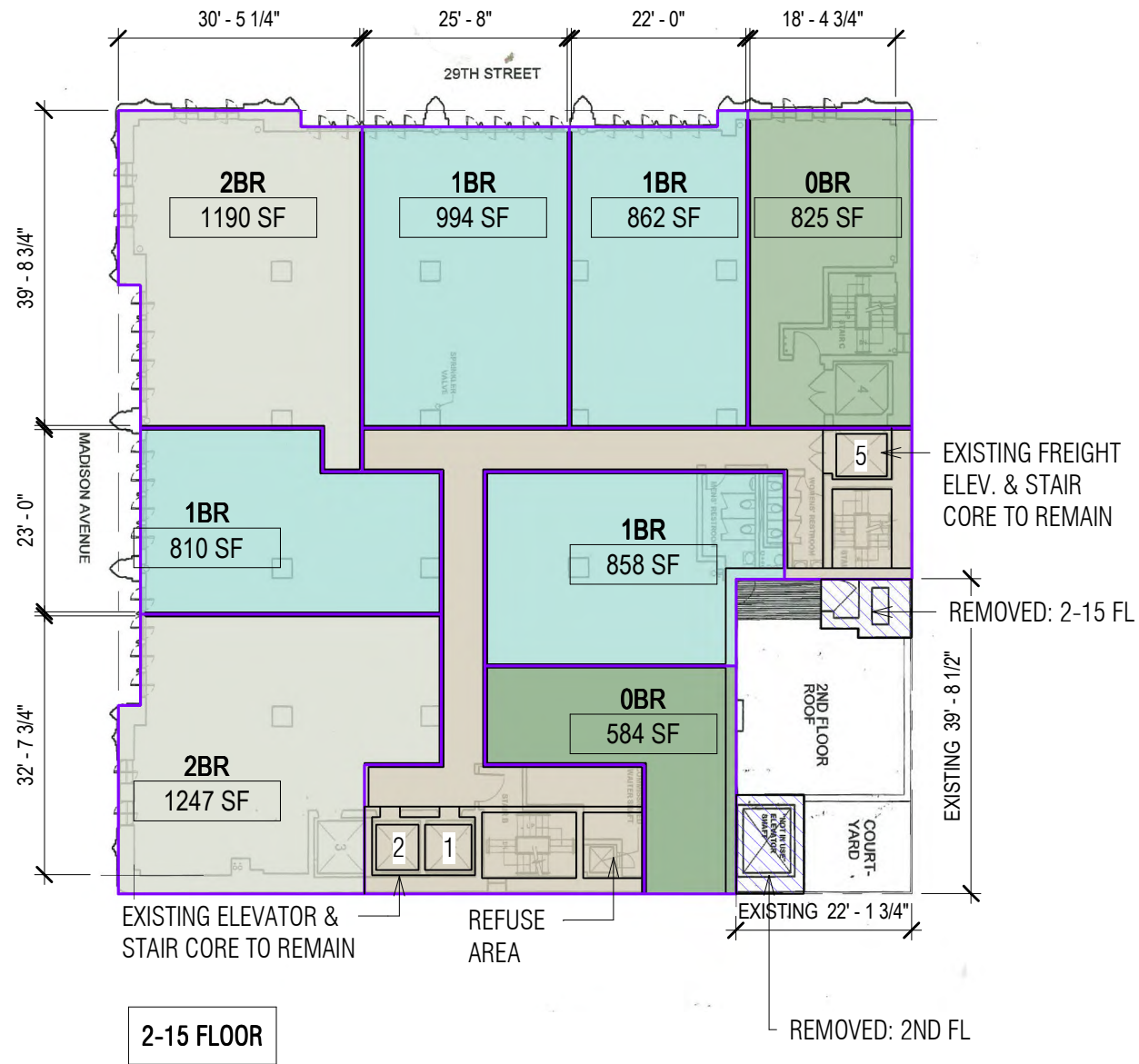
Workshop Design +
Architecture, PLLC

98 Fourth Street,
Brooklyn, NY 11231
P: (646) 863-5853
F: (646) 863-5873

95 MADISON AVE, NY

SCHEMATIC STUDY - CELLAR & 1 FL

PROJECT NUMBER	2114	SK-02
DATE	11/13/23	
Project Status		
Owner		
SCALE	1" = 20'-0"	



SCHEMATIC STUDY - 2ND TO 16TH FLOORS

SK-03

PROJECT NUMBER 2114

DATE 11/13/23

Project Status

Owner

SCALE 1" = 20'-0"

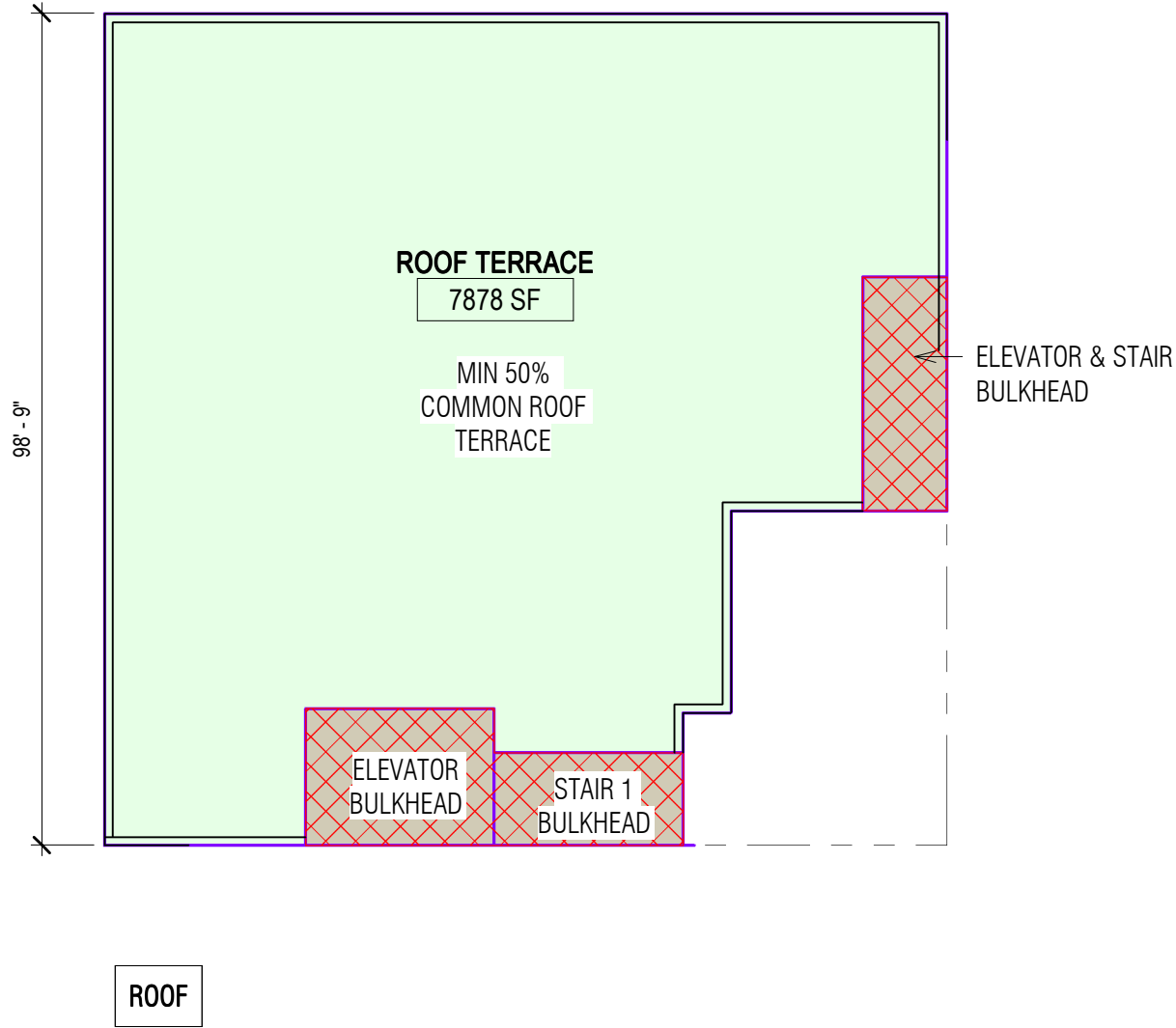
95 MADISON AVE, NY

Workshop Design +
Architecture, PLLC

98 Fourth Street,
Brooklyn, NY 11231

P: (646) 863-5853

F: (646) 863-5873





Workshop Design +
Architecture, PLLC

98 Fourth Street,
Brooklyn, NY 11231
P: (646) 863-5853
F: (646) 863-5873

SCHEMATIC STUDY - ROOF

PROJECT NUMBER	2114	SK-04	SCALE 1" = 20'-0"
DATE	11/13/23		
Project Status	Owner		

95 MADISON AVE, NY



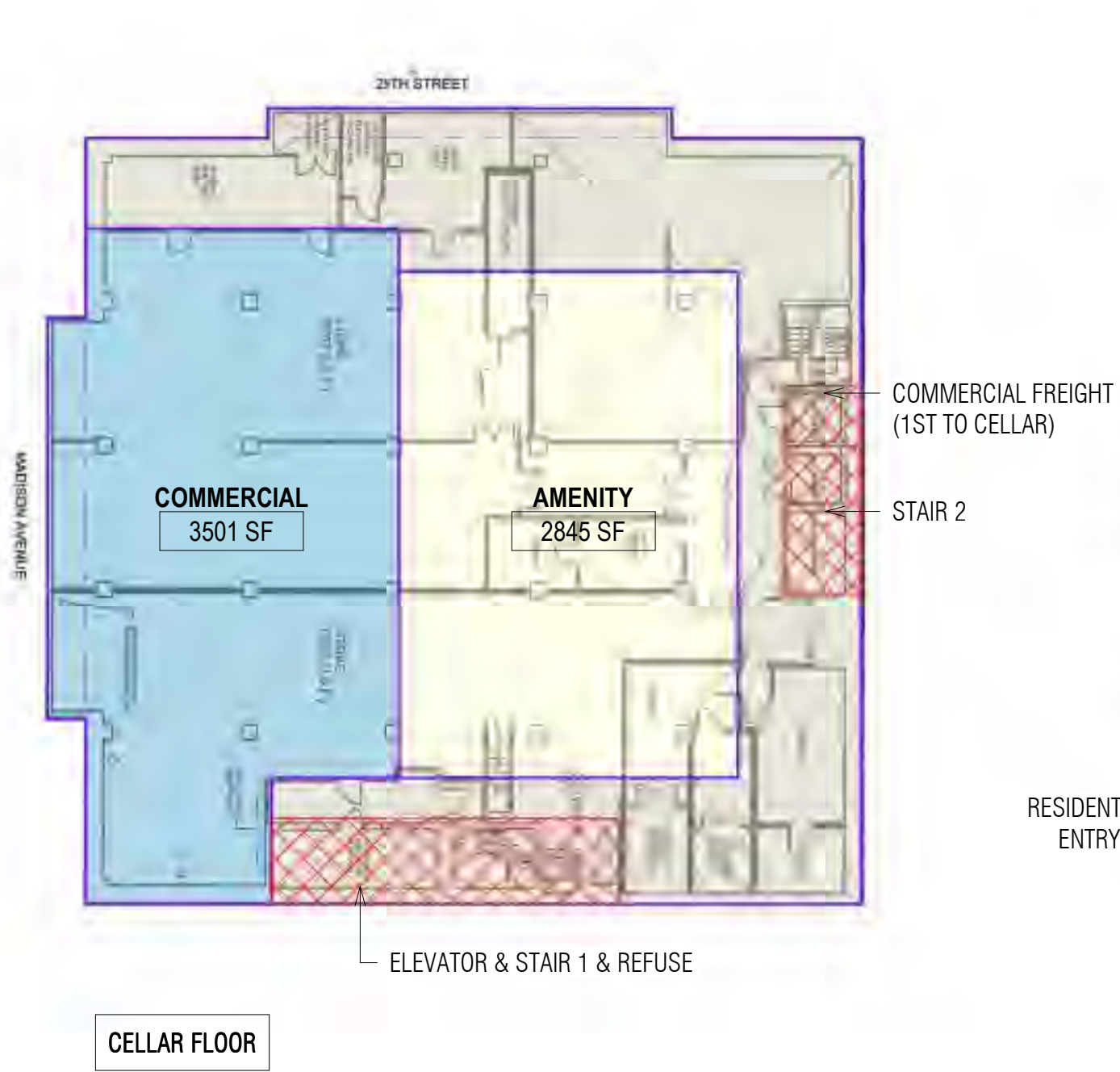
TAX MAP

PROJECT SITE
(INDIVIDUAL LANDMARK BUILDING)



ZONING MAP

95 Madison Ave, NY																		8/17/2021
Floor	Existing	Removed	Added	Proposed Total	Commercial	Residential			CH Deduction						Zoning Floor Area			# of Units
						Residential	Res. Common	Res Unit	Density	Daylight	1% Mech	Bulkhead	Other	Total Deduction FA	Commercial	Residential	Total	
Cellar	9,875			9,875	3,601	6,374	6,374						9,875	9,875				
1	9,750			9,750	7,289	2,461	2,461		459					459	7,289	2,002	9,291	
2	8,931	185		8,746		8,746	1,406	7,340	375		87			462		8,284	8,284	8
3	8,825	79		8,746		8,746	1,406	7,340	375		87			462		8,284	8,284	8
4	8,825	79		8,746		8,746	1,406	7,340	375		87			462		8,284	8,284	8
5	8,825	79		8,746		8,746	1,406	7,340	375		87			462		8,284	8,284	8
6	8,825	79		8,746		8,746	1,406	7,340	375		87			462		8,284	8,284	8
7	8,825	79		8,746		8,746	1,406	7,340	375		87			462		8,284	8,284	8
8	8,825	79		8,746		8,746	1,406	7,340	375		87			462		8,284	8,284	8
9	8,825	79		8,746		8,746	1,406	7,340	375		87			462		8,284	8,284	8
10	8,825	79		8,746		8,746	1,406	7,340	375		87			462		8,284	8,284	8
11	8,825	79		8,746		8,746	1,406	7,340	375		87			462		8,284	8,284	8
12	8,825	79		8,746		8,746	1,406	7,340	375		87			462		8,284	8,284	8
13	8,825	79		8,746		8,746	1,406	7,340	375		87			462		8,284	8,284	8
14	8,825	79		8,746		8,746	1,406	7,340	375		87			462		8,284	8,284	8
15	8,825	79		8,746		8,746	1,406	7,340	375		87			462		8,284	8,284	8
16	8,433	85	200	8,568		8,568	1,433	7,135	376	375	86			838		7,730	7,730	7
Roof			801	801		801	801					438		438		363	363	
Total (Exclude Cellar)	141,839	1,277	1,001	141,563	7,289	134,274	24,379	109,895	5,826	835	1,310	438	9,875	18,084	7,289	126,065	133,354	119
Total (Include Cellar)	151,714	1,277	1,001	151,438	10,790	140,648	30,753											
Zoning District: C5-2, Equiv. R10																		
Lot Area: 9,875																		





SCHEMATIC STUDY - 2ND TO 16TH FLOORS

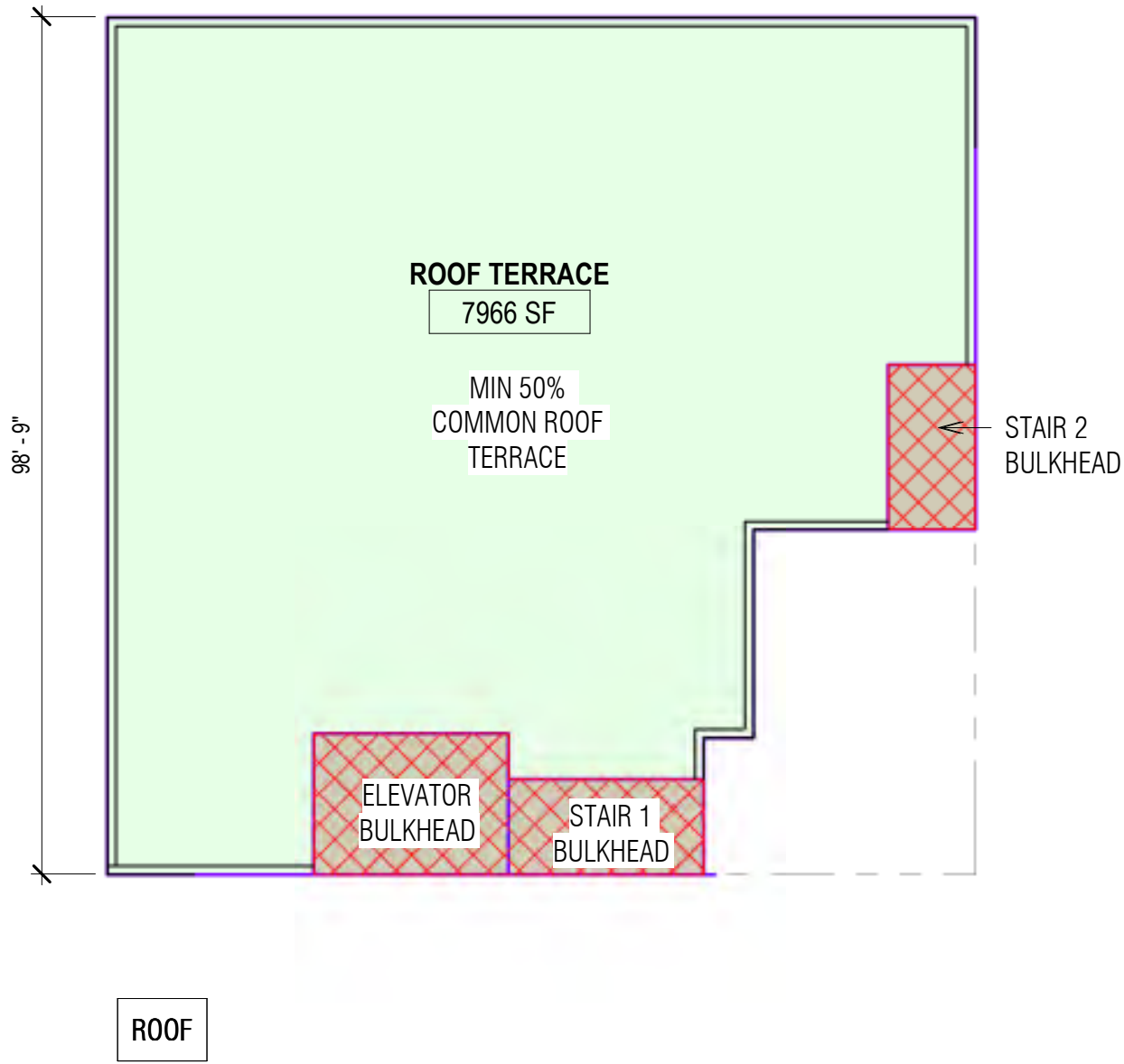
Workshop Design +
Architecture, PLLC
98 Fourth Street,
Brooklyn, NY 11231
P: (646) 863-5853
F: (646) 863-5873

95 MADISON AVE, NY

PROJECT NUMBER 2114
DATE 08/16/21
Project Status
Owner

SK-03

SCALE 1" = 20'-0"



95 MADISON SF CALCULATIONS

Floor	Gross SF	Deductions	Retail/ Storage USF	Office USF	Loss factor	Rentable SF
SUB-CELLAR	2,256	2,256	0	0	0.00%	0
CELLAR	8,793	3,568	5,225	0	0.00%	5,225
1ST FLOOR	9,650	2,421	7,229	0	0.00%	7,229
1ST FLOOR MEZ	892	0	892	0	0.00%	892
2ND FLOOR	9,111	984	0	8,127	27.00%	11,133
3RD FLOOR	9,111	984	0	8,127	27.00%	11,133
4TH FLOOR	9,024	884	0	8,140	27.00%	11,151
5TH FLOOR	9,024	884	0	8,140	27.00%	11,151
6TH FLOOR	9,024	884	0	8,140	27.00%	11,151
7TH FLOOR	9,024	884	0	8,140	27.00%	11,151
8TH FLOOR	9,024	884	0	8,140	27.00%	11,151
9TH FLOOR	9,024	884	0	8,140	27.00%	11,151
10TH FLOOR	9,024	884	0	8,140	27.00%	11,151
11TH FLOOR	9,024	884	0	8,140	27.00%	11,151
12TH FLOOR	9,024	884	0	8,140	27.00%	11,151
TENANT A			0	1,201	27.00%	1,646
TENANT B			0	1,074	27.00%	1,471
TENANT C			0	4,299	27.00%	5,889
TENANT D			0	1,566	27.00%	2,145
13TH FLOOR	9,024	884	0	8,140	27.00%	11,151
14TH FLOOR	9,024	884	0	8,140	27.00%	11,151
15TH FLOOR	9,024	884	0	8,140	27.00%	11,151
16TH FLOOR	8,502	863	0	7,639	27.00%	10,464
Total	156,603	21,684	13,346	121,573		179,888

Montroy ■ DeMarco Architecture LLP

99 MADISON AVENUE
14TH FLOOR
NEW YORK, NY 10016

Account: 682437256-00001

Invoice: 4603681849

Billing period: Dec 14 - Jan 13, 2024

Talk activity (cont.)

Mike Sklar

917-270-6083

iPhone 8 Plus Sim Out

Date	Time	Number	Origination	Destination	Min.	Airtime Charges	LD/Other Charges	Total
Jan 2	9:53 AM	917-282-8726	New York, NY	New York, NY	2	--	--	--
Jan 2	10:25 AM	646-753-0632	New York, NY	Nwyrctzn01, NY	2	--	--	--
Jan 2	11:14 AM	212-979-6306	New York, NY	Incoming, CL	1	--	--	--
Jan 2	11:17 AM	212-979-6306	New York, NY	New York, NY	11	--	--	--
Jan 2	11:28 AM	212-979-6306	New York, NY	New York, NY	2	--	--	--
Jan 2	11:34 AM	917-282-8726	New York, NY	New York, NY	1	--	--	--
Jan 2	11:37 AM	212-979-6306	New York, NY	New York, NY	2	--	--	--
Jan 2	12:42 PM	917-282-8726	New York, NY	Incoming, CL	2	--	--	--
Jan 2	12:43 PM	646-753-0632	New York, NY	Nwyrctzn01, NY	1	--	--	--
Jan 2	12:44 PM	917-282-8726	New York, NY	New York, NY	1	--	--	--
Jan 2	12:44 PM	646-753-0632	New York, NY	Nwyrctzn01, NY	1	--	--	--
Jan 2	1:38 PM	212-979-6306	New York, NY	Incoming, CL	1	--	--	--
Jan 2	1:44 PM	917-282-8726	New York, NY	Incoming, CL	1	--	--	--
Jan 2	2:12 PM	646-753-0632	New York, NY	Incoming, CL	1	--	--	--
Jan 2	3:11 PM	917-282-8726	New York, NY	New York, NY	4	--	--	--
Jan 2	4:58 PM	561-343-0583	New York, NY	Boca Raton, FL	2	--	--	--
Jan 2	4:59 PM	917-612-1230	New York, NY	New York, NY	2	--	--	--
Jan 2	5:01 PM	212-979-6306	New York, NY	Incoming, CL	3	--	--	--
Jan 2	5:04 PM	206-429-9176	New York, NY	Incoming, CL	13	--	--	--
Jan 2	5:17 PM	908-581-3659	New York, NY	Somerville, NJ	4	--	--	--
Jan 2	5:21 PM	917-612-1230	New York, NY	New York, NY	11	--	--	--
Jan 2	6:00 PM	917-612-1230	New York, NY	New York, NY	17	--	--	--
Jan 2	6:17 PM	212-979-6306	New York, NY	New York, NY	2	--	--	--
Jan 2	6:22 PM	212-979-6306	New York, NY	New York, NY	1	--	--	--
Jan 2	6:31 PM	212-979-6306	New York, NY	Incoming, CL	11	--	--	--
Jan 2	6:45 PM	908-581-3659	New York, NY	Incoming, CL	7	--	--	--
Jan 2	6:52 PM	908-581-3659	New York, NY	Incoming, CL	34	--	--	--
Jan 2	6:52 PM	212-979-6306	New York, NY	Incoming, CL	36	--	--	--
Jan 2	7:38 PM	561-236-8361	New York, NY	Wpalmbeach, FL	1	--	--	--
Jan 3	8:37 AM	646-753-0632	New York, NY	Incoming, CL	2	--	--	--
Jan 3	8:49 AM	561-236-8361	New York, NY	Incoming, CL	1	--	--	--
Jan 3	9:10 AM	646-486-1048	New York, NY	Incoming, CL	1	--	--	--
Jan 3	9:14 AM	917-664-1881	New York, NY	Incoming, CL	2	--	--	--
Jan 3	11:26 AM	561-343-0583	New York, NY	Boca Raton, FL	3	--	--	--
Jan 3	2:47 PM	212-979-6306	New York, NY	Incoming, CL	1	--	--	--
Jan 3	3:37 PM	917-270-0923	New York, NY	New York, NY	2	--	--	--
Jan 3	3:39 PM	212-979-6306	New York, NY	Incoming, CL	3	--	--	--
Jan 3	7:44 PM	561-236-8361	New York, NY	Wpalmbeach, FL	1	--	--	--
Jan 3	8:00 PM	917-304-2886	New York, NY	Incoming, CL	5	--	--	--
Jan 3	8:06 PM	917-304-2886	New York, NY	New York, NY	24	--	--	--
Jan 3	8:34 PM	212-979-6306	New York, NY	New York, NY	24	--	--	--
Jan 4	9:54 AM	646-753-0632	New York, NY	Nwyrctzn01, NY	1	--	--	--
Jan 4	9:55 AM	646-753-0632	New York, NY	Nwyrctzn01, NY	1	--	--	--
Jan 4	12:05 PM	917-282-8726	New York, NY	New York, NY	4	--	--	--
Jan 4	12:59 PM	917-664-1881	New York, NY	Nwyrctzn01, NY	15	--	--	--

Exhibit
BX - 61

Verizon000036



From: Woody Heller <wheller@brantonrealty.com>

Sent: Thursday, January 4, 2024 5:05 PM

To: ritasklar@gmail.com; Sharan Sklar <ssklar@ninetyfivemadison.com>; Michael Sklar <mssklar@ninetyfivemadison.com>

Cc: Andrew K. Glenn <aglenn@glennagre.com>

Subject: 95 Mad - Post Termination Protect Prospects

Per the terms of my expired listing agreement for 95 Madison Avenue, attached is the notice relating to Protected Prospects. Per the agreement, hard copies have been sent via overnight FedEx to NFMC and Andrew Glenn, and the email and paper copies going to Andrew Glenn contain the list of Protected Prospects. Thank you.

Woody Heller
Founding Partner

Tel: (917) 612-1230
Email: wheller@brantonrealty.com
Website: brantonrealty.com

**Exhibit
BX - 62**

BRANTON REALTY SERVICES LLC

1080 Fifth Avenue, Apt. 2B
New York, NY 10128

January 4, 2024

BY OVERNIGHT FEDERAL EXPRESS

Ninety-Five Madison Company, L.P.
(without List)
95 Madison Avenue, Suite 609
New York, NY 10016

Andrew K. Glenn, Esq. (with List)
Glenn Agre Bergman & Fuentes, LLP
1185 Avenue of the Americas
New York, NY 10019

Listing Agreement for Sale – Protected Prospects

To Whom It May Concern:

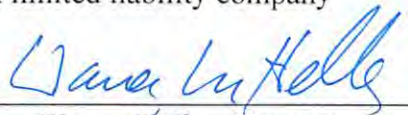
Please refer to Listing Agreement for Sale relating to 95 Madison Avenue, New York, NY (the “Property”), approved by the United States Bankruptcy Court, Southern District of New York, on August 31, 2022 between Ninety-Five Madison Company, L.P. and Branton Realty Services LLC (“Branton”), as modified by Amendment of Listing Agreement for Sale dated April 18, 2023 (together, the “Agreement”). Terms not defined in this notice are defined in the Agreement.

The Term ended on December 31, 2023. Agreement Paragraph 5 contemplates that we will send you a List of names of parties who physically toured the Property during the Term with respect to the Transaction (the “Protected Prospects”). As you instructed, we are providing that List, as Exhibit A of this letter, only to Andrew Glenn, Esq., on behalf of Owner. Please refer to the Agreement for a description of Branton’s rights regarding the Protected Prospects.

Should you have any questions, please contact us.


Very truly yours,

BRANTON REALTY SERVICES LLC, a New
York limited liability company

By: 
Warren Heller, Manager

Copies by email to:

Ms. Rita Sklar (ritasklar@gmail.com) (without List)
Ms. Sharan Sklar (ssklar@ninetyfivemadison.com) (without List)
Mr. Michael Sklar (mssklar@ninetyfivemadison.com) (without List)
Andrew K. Glenn, Esq. (aglenm@glennagre.com) (with List)



From: Woody Heller <wheller@brantonrealty.com>
Sent: Thursday, January 4, 2024 5:08 PM
To: Andrew K. Glenn <aglenn@glennagre.com>
Subject: 95 Mad - Post Termination Protect Prospects

Andrew,

Per the terms of my expired listing agreement for 95 Madison Avenue, attached is the notice relating to Protected Prospects. Per the agreement, hard copies have been sent via overnight FedEx to you and NFMC, and this email and paper copies going to you contain the list of Protected Prospects. Kindly confirm receipt of both this email and the FedEx which is scheduled to arrive at your office tomorrow morning by 10:30. Thank you.

Woody Heller
Founding Partner

Tel: (917) 612-1230
Email: wheller@brantonrealty.com
Website: brantonrealty.com

**Exhibit
BX - 63**

BRANTON REALTY SERVICES LLC

1080 Fifth Avenue, Apt. 2B
New York, NY 10128

January 4, 2024

BY OVERNIGHT FEDERAL EXPRESS

Ninety-Five Madison Company, L.P.
(without List)
95 Madison Avenue, Suite 609
New York, NY 10016

Andrew K. Glenn, Esq. (with List)
Glenn Agre Bergman & Fuentes, LLP
1185 Avenue of the Americas
New York, NY 10019

Listing Agreement for Sale – Protected Prospects

To Whom It May Concern:

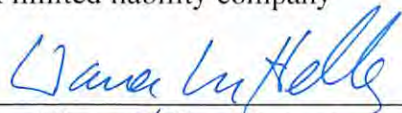
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Should you have any questions, please contact us.

Very truly yours,

BRANTON REALTY SERVICES LLC, a New
York limited liability company

By: 
Warren Heller, Manager

Copies by email to:

Ms. Rita Sklar (ritasklar@gmail.com) (without List)
Ms. Sharan Sklar (ssklar@ninetyfivemadison.com) (without List)
Mr. Michael Sklar (mssklar@ninetyfivemadison.com) (without List)
Andrew K. Glenn, Esq. (aglenne@glennagre.com) (with List)

EXHIBIT A

Protected Prospects

60 Guilders	Heritage Equity Partners	Slate Properties
33 Equities	Hildreth Advisors	Soho Properties
99c LLC	Hines	Somerset Partners
ABS Partners Real Estate, LLC	HJ Development	Spector Group
Albanese Development Corp.	IGI-USA	ST Investments
Alchemy Properties	Innovo Property Group	Stellar Management
Alex Solovey	JDS Development	Steve DellaSalla
Anbau	JEMB Realty	Sugar Hill Capital Partners, LLC
Antero Capital Partners	JMH Development	Sumaida and Khurana
Arc Real Estate	Kaufman Investments	Tavros Holdings LLC
Arcade Capital	Khalil, Matt & Simon	TF Cornerstone
Atlantic Development	Klosed Properties	The Torkian Group
Aurora Group	Kushner Realty Acquisitions LLC	Tishman Speyer Properties
Azur Companies	L+M Development Partners	Toll Brothers
Bailey Acquisitions	Lefferts	Tribeca Associates, LLC
Bank of China	Legacy Equity Holdings	Treun Realty Investments
Banyan Street Capital	Levine Builders	Tyler Schadt
Baruch College	Lincoln Equities	VanBarton
Bash Capital	MAG Partners	William Macklowe Company
Boris Aronov	Malachite Group	Williams Real Estate
Carmel Partners	Meyer Equities LLC	Yan Moshe
CNY Group	Michael Ashkenazy	Yeshiva University
Cohen Equities	Midwood Management Corporation	
Core Home	Mill Creek Residential	
Dawson Stellberget	Minotti NYC/Miami	
DDC NYC/Los Angeles	Morris Bailey Enterprises	
Douglaston Development	Namdar Realty Group LLC	
Drake Street Partners LLC	Newbond Holdings	
East End Capital	Nightingale Properties	
Emmes Asset Management	Northwood Investors	
Empire Capital	OCS Development Group	
Fetner Properties, Inc.	Pembroke Realty Capital LLC	
Fronde Capital Partners LLC	Phipps Houses	
Gemdale Group	Property Markets Group	
Gemini Rosemont	Rabina Properties, LLC	
Gensler	RFR Holding Corporation	
George Comfort & Sons	Rockefeller Group	
Girona Ventures	Rockrose	
Glacier Equities	Sage Hall Partners	
Global Holdings	Shel Capital	
Gorjian Real Estate Group	Shlomo Group	
Gotham Organization	Shorewood Real Estate Group LLC	
Handler Real Estate Organization	Silverstein Properties	
Heights Advisors	Skylight Real Estate Partners	